

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

AAMCO TRANSMISSIONS, INC.

Plaintiff,

v.

No. 13-cv-5747

ROBERT V. ROMANO

And

LINDA ROMANO

Defendants,

DEFENDANT'S MEMORANDUM
MOTION FOR CHANGE IN VENUE

"Exhibit L" Asset Purchase Agreement, includes all terms of the **Letter of Intent**, also **"Exhibit L"**, as specified in (number #11) of the **Asset Purchase Agreement**, for the Sale of the AAMCO Franchise, Hollywood, Florida, also known as, Center #10730. **"Exhibit L"** are the closing documents for the Sale of the Defendant's AAMCO Franchise. These documents were approved by the Plaintiff, AAMCO Transmissions Inc., in order to transact the completion of the Sale on February 20, 2013. In addition, the **SELLER'S CLOSING STATEMENT** is attached, and the **LETTER FROM WARREN BEREST**, also **"Exhibit L"**, an employee of AAMCO Transmissions Inc., outlining specific instructions in order to close the Sale. AAMCO Transmissions Inc. was clearly a party to the Sale of the Defendant's Business. AAMCO Transmissions Inc., approved the **Asset Purchase Agreement** and the **Letter of Intent**, in order to complete the Sale of the **AAMCO Franchise on February 20, 2013.**

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(page 2, number 5) of the Letter of Intent, states that R and L Transmissions Inc., which is the Corporate name for the AAMCO Franchise in Hollywood, will agree to a Non-Competition Agreement for 2 Years in Broward County, Florida. The Defendants have and will continue to adhere to this requirement. Mrs. Romano's shop is located 90 miles away from the AAMCO in Hollywood, and 2 counties north, in Martin County.

Furthermore, In the Asset Purchase Agreement, (number 4), it is stated that "the purchase of the Business is contingent on the Buyer receiving approval from AAMCO Transmissions, Inc. to acquire the franchise business". In the Letter of Intent, (number 13), it is once again, stated that, "This contemplated transaction is contingent of the approval of AAMCO Transmissions, Inc."

In addition, (Number 12) of the Asset Purchase Agreement, CHOICE OF LAW: states that "this agreement shall be governed by and construed under the laws of the State of Florida, with venue in Broward County, FL."

SUMMARY OF FACTS

Both the Letter of Intent, and the Asset Purchase Agreement, contained contingencies requiring the Franchisor, AAMCO Transmissions Inc. (Plaintiff's), approval of the terms of Sale in order to transact the closing of the Sale on February 20th, 2013.

The Franchisor, AAMCO Transmissions Inc., was clearly an involved, and a mandatory party to the sale, in order to complete / close, the Sale of the AAMCO Transmission Business.

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The Termination of Franchise Agreement, (Exhibit –B), submitted and drafted by Plaintiff, states in (paragraph 2), “*WHEREAS, it is the desire of the Franchisor and Franchisee that the Franchise Agreement Be ended and terminated*”, except for Section 12.2, 18.1, 19.1, and 19.2, only. None of these remaining provisions provide for venue in Pennsylvania. It is a fact that the Franchise Agreement ended, and the Termination Agreement does not include a provision for venue, however, the approved by AAMCO Transmissions Inc., Letter of Intent, and the Asset Purchase Agreement, for the Sale of the AAMCO Transmission Franchise Business in Hollywood, Florida, does in fact, include a provision for venue, for Broward County, Florida.

We appreciate your review and consideration of this Memorandum.

Respectfully submitted,

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Certificate of Service

I hereby certify that the foregoing was served on the plaintiff by email on May 20th, 2014.
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